

Form PTO-1594 (Rev. 12-08)
OMB Collection 0651-0027 (exp. 01/31/2009)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY 8421-10

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Tramec, L.L.C.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation- State: _____
☒ Other Delaware limited liability company

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) November 10, 2009

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☒ Yes ☐ No

Name: Stemco Crewson LLC

Internal

Address: _____

Street Address: 1800 Broadway

City: Buffalo

State: NY

Country: USA Zip: 14212

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship Delaware
☐ Corporation Citizenship _____
☒ Other Limited Liability Company Delaware Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Laura L. Konrath

Internal Address: Winston & Strawn LLP

Street Address: 35 W. Wacker Drive

City: Chicago

State: IL Zip: 60601

Phone Number: 312-558-5600

Fax Number: 312-558-5700

Email Address: lkonrath@winston.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- ☒ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number 232428

Authorized User Name L. Konrath

9. Signature:

Laura L. Konrath

Name of Person Signing

11/19/09

Date

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

American LegalNet, Inc.
www.FormsWorkflow.com

CH \$65.00 232428 3675246

Continuation Item 4

SCHEDULE A

Trademarks

<u>Mark</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
CREWSON	77516086	July 7, 2008	3675246	September 1, 2009
AUTO-CHECK	75753249	July 16, 1999	2481412	August 28, 2001

Trademark Licenses:

None.

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is entered into as of November 10, 2009 ("Effective Date") by and among STEMCO CREWSON LLC, a Delaware limited liability company ("ASSIGNEE"), and TRAMEC, L.L.C., a Delaware limited liability company ("ASSIGNOR").

RECITALS

A. ASSIGNEE and ASSIGNOR have entered into a Contribution Agreement (the "Contribution Agreement") of even date herewith. All capitalized terms used herein which are not otherwise defined herein shall have the meanings given to them in the Contribution Agreement.

B. In conjunction with the Contribution Agreement, and to confirm the transfer pursuant to Section 2.1(a) of the Contribution Agreement, the parties hereby enter this Assignment providing, subject to the terms and conditions set forth therein, for the transfer, conveyance, assignment and delivery by ASSIGNOR to ASSIGNEE of all of ASSIGNOR'S right, title and interest in, and to the Tramec Contributed Assets comprised of all trade names, trademarks, trademark registrations, trademark applications; servicemarks, servicemark registrations, servicemark applications together with the goodwill symbolized by such Trademarks and any licenses or sublicenses pertaining to the Trademarks as set forth on Schedule A attached hereto (the "Trademarks").

NOW, THEREFORE, in consideration of the Recitals and the mutual agreements and covenants contained herein and in the Contribution Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Trademark Assignment. ASSIGNOR hereby irrevocably sells, assigns, sets over unto, and transfers, conveys, and delivers to, ASSIGNEE, for ASSIGNEE'S own use and enjoyment as fully and entirely as the same would have been held and enjoyed by ASSIGNOR if this assignment had not been made, the following:

(a) ASSIGNOR'S entire right, title and interest in and to the Trademarks in the United States and in all foreign countries, including foreign equivalents thereof, whether or not such Trademarks have been applied for or registered prior to, on, or after the date of this Assignment, and any and all renewals and extensions thereof, together with the goodwill of the business symbolized by such Trademarks; and

(b) All claims, demands, income, damages, royalties, and rights of action, both statutory and based upon common law, that ASSIGNOR has or might have by reason of any infringement of any Trademark prior to, on or after the date of this Assignment, together with the right to prosecute such claims, demands and rights of action in ASSIGNEE'S own name.

2. Further Assurances. ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

3. Enforceability. If any provision of this Assignment is held to be illegal, invalid or unenforceable under any present or future Law, and if the rights or obligations of any party hereto under this Assignment will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Assignment will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Assignment will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Assignment a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

4. Amendment. This Assignment may be amended, supplemented or modified only by a written instrument duly executed by or on behalf of each party hereto.

5. No Third-Party Beneficiaries. The terms and provisions of this Assignment are intended solely for the benefit of each party hereto and their respective successors or permitted assigns, and it is not the intention of the parties to confer third-party beneficiary rights upon any Person.

6. Governing Law; Venue. This Assignment shall be governed by and construed in accordance with the Laws of the State of Delaware and ASSIGNOR and ASSIGNEE agree that all disputes and matters whatsoever arising under, in connection with, or incident to this Assignment shall be litigated, if at all, in and before a court located in Chicago, Illinois or Charlotte, North Carolina, to the exclusion of the courts of any other state or country. ASSIGNOR and ASSIGNEE further waive any right to a trial by jury.

7. Counterparts and Amendment. This Assignment may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same agreement.

8. Contribution Agreement Governs. Notwithstanding anything in this Assignment to the contrary, the terms and provisions of the Contribution Agreement shall control the extent of the sale and assignment made pursuant to this Assignment. ASSIGNOR and ASSIGNEE each hereby acknowledges and agrees that neither the representations and warranties nor the rights, remedies or obligations of either party under the Contribution Agreement shall be deemed to be enlarged, modified or altered in any way by this instrument. Nothing contained herein modifies or amends the Contribution Agreement in any respect.

9. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

[signature page follows]

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have caused this Trademark Assignment to be executed as of the date first written above.

ASSIGNOR:

TRAMEC, L.L.C.
a Delaware corporation

By: 

Name: Mark Shilo

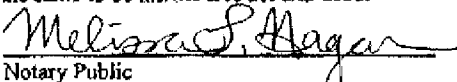
Title: President

STATE OF)

COUNTY OF)

On this 10th day of November, 2009, before me, a Notary Public, personally appeared Mark Shilo, to me known and known to me to be the person of that name, who signed the foregoing instrument and acknowledged the same to be his/her free act and deed.

11/11/2010
My Commission Expires


Notary Public

(Signature Page to Trademark Assignment)

ASSIGNEE:

STEMCO CREWSON LLC
a Delaware limited liability companyBy: [Signature]
Name: Brian SellsTitle: President & Chief Executive Officer

STATE OF)

COUNTY OF)

On this 10th day of November, 2009, before me, a Notary Public, personally appeared Gary Sells, to me known and known to me to be the person of that name, who signed the foregoing instrument and acknowledged the same to be his/her free act and deed.

11/1/2010
My Commission Expires

[Signature]
Notary Public



[Signature Page to Trademark Assignment]

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